

9 ACP RPR 49 N° 13

**Programa de electrificación rural en
República Dominicana basado en
fuentes de energía renovable**

**PNUD-UE
REPUBLICA DOMINICANA**

OCTUBRE 2007

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EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

<identification number of the contribution agreement>

9 ACP RPR 43/13

The European Community, represented by the Commission of the European Communities, represented by the delegation of the European Commission in the Dominican Republic ("the Contracting Authority")

of the one part,

and

The United Nations Development Programme (UNDP) with its Head office at 1 UN Plaza, New York, NY 10017, United States, represented by the UNDP Office in Dominican Republic, ("the Organisation")

of the other part,

have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: **Rural Electrification Programme in Dominican Republic based on renewable energy sources** ("the Action") as described in Annex 1.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of Financial and Administrative Framework Agreement (FAFA) signed on 29 April 2003 between the European Community and The United Nations and consists of these special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on:
 - The first day of the month following the date on which the first prefinancing is paid by the Contracting Authority
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is **60** months.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 5,088,323.25, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 2,499,997.50, equivalent to 49.13% of the estimated total eligible cost specified in paragraph 3(1); the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14(4) of Annex II, 7 % of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:

First pre-financing	EUR <269,267.42>
Forecast second pre-financing (subject to the provisions of Annex II)	EUR <606,306.85>
Forecast third pre-financing (subject to the provisions of Annex II)	EUR <893,549.42>
Forecast fourth pre-financing (subject to the provisions of Annex II)	EUR <473,991.21>
Forecast fifth pre-financing (subject to the provisions of Annex II)	EUR <199,720.66>
Forecast final payment (subject to the provisions of Annex II)	EUR <57,162.00>

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

For the Attention of the Finances & Contracts Unit

Copies of the documents referred to above, and correspondence of any other nature and a copy of the reports referred to in Article 4(1), shall be sent to:

For the Attention of Infrastructures Unit, at the following address:

Delegation of the European Commission in the Dominican Republic
Ave. Abraham Lincoln #1063, Ensanche Serrallés
Santo Domingo, Dominican Republic
For the attention of Financial Unit

For the Organisation:

United Nations Development Programme
United Nations House
Ave. Anacaona # 9, Mirador Sur
Santo Domingo, Dominican Republic

Article 6 – Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action.
- Annex II: General Conditions applicable to European Community contribution agreements with international organisations.
- Annex III: Budget for the Action.
- Annex IV: Financial identification form.
- Annex V: Standard request for payment.

6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

Article 7 - Other specific conditions applying to the Action

7(1) The following derogations from the General Conditions shall apply:

7(1)(1) By derogation to Article 2.6. of Annex II, the reports shall be presented in Spanish.

Done in Santo Domingo in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name Claudio Tomasi
Position Resident Coordinator a.i.
Signature
Date



For the Contracting Authority

Name Dino Sinigallia
Position Head of Delegation
Signature
Date

